

**CHAPTER 310  
DEPARTMENT OF ADMINISTRATION**

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**310-1. Definitions. In this chapter:**

1. **CONTRACTING AGENCY** means any city department, agency, board, commission or officer that has contracting authority.
2. **DEPARTMENT** means the department of administration.
3. **FORMAL COMPETITIVE BIDDING** shall have the meaning given in s. 16-01-1 of the charter.
4. **PURCHASING DIRECTOR** means the city purchasing director granted the authority to purchase in s. 16-05-1-a of the charter.

**310-2. Department Established.** There is created a department of administration, under the supervision of a director of administration, with the following responsibilities:

1. Budget and management.
2. Capital improvements administration.
3. Community development block grant administration.
4. Information and technology management
5. Intergovernmental relations.
6. Purchasing.
7. Office of equity and inclusion.
8. Citywide emergency response coordination.
9. Environmental sustainability program management.
10. Office of African American affairs.

**310-3. Environmental Sustainability Director.**

There is created an environmental collaboration office in the department of administration which shall be responsible for the administration, coordination and implementation of the city's environmental sustainability program. Under the direction of the department of administration, the environmental collaboration office shall be administered by an environmental sustainability director. The director of environmental sustainability shall be appointed by the director of administration and confirmed by the common council.

**310-4. Chief Information Officer.**

1. **AUTHORITY.** The chief information officer shall be responsible for coordinating information and technology management for the city of Milwaukee and is subject to the direction and control of the director of administration.

2. **FUNCTIONS.** The chief information officer shall:

- a. Establish a city of Milwaukee information technology strategic plan in conjunction with the city information management committee.
- b. Establish standards and guidelines for information and technology management.

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- c. Review and evaluate information technology projects.
- d. Serve as a resource to departments in developing and managing information technology projects.
- e. Coordinate monitoring and reporting of information technology projects.
- f. In partnership with departments, develop standards for e-government applications, systems and technology on a citywide basis, including transactions through the internet such as payments, service requests and applications.
- g. Maintain and support the city website.
- h. Work in collaboration with the department of employee relations to develop a citywide information technology training plan and programs.
- i. Be responsible for municipal communications and coordinate with city departments and agencies on communications issues to promote interoperability and integration of city communication systems.
- j. Coordinate with city departments and agencies in developing a draft telecommunications policy for the city, recommending this policy to the mayor and common council, and implementing this policy.
- k. Inventory and review outsourcing and use of consultants by city departments and agencies for information technology functions.
- L. Determine if additional boards, committees or task forces are needed to effectively manage information technology.
- m. Coordinate city network services by developing a citywide plan for management, operations, and policies in conjunction with the department of public works.
- n. Establish and maintain an information security program, including procedures, processes, and training designed to reduce risks and protect enterprise information systems, assets, and communications from internal and external threats.

**3. COORDINATION AND COOPERATION WITH THE DEPARTMENT.** All officials and employees of the city shall assist the department and the chief information officer in fulfilling their information and technology responsibilities and shall make available all records, documents and other materials necessary for the performance of the department's functions as provided herein. All city departments and agencies shall:

- a. Comply with the information technology plans, standards, policies, guidelines and systems established by the department of administration. The department of administration may grant exceptions based on unique departmental business needs.
- b. Cooperate with the department of administration in providing access to data, databases, information and systems as needed for enterprise purposes.
- c. Participate in enterprise systems, applications or other technology established by the department of administration, including but not limited to e-government.
- d. Involve and cooperate with the department of administration in their communications planning and implementation efforts.

**4. INFORMATION TECHNOLOGY PROJECT MANAGEMENT.** The department of administration shall implement an information technology project management process.

- a. Departments shall submit budget requests for all information technology spending and projects from all funding sources on forms established by the department of administration as part of departmental estimates submitted pursuant to s. 18-03.
- b. Departments shall ensure that information technology budget requests are consistent with the information technology strategic plan established by the department of administration.
- c. The department of administration shall conduct a comprehensive analysis of information technology requests and recommend projects to the mayor for inclusion in the proposed budget pursuant to s. 18-04-2.

**310-5. Records.** The director of administration shall be the authority, as defined in s. 19.32(1), Wis. Stats., for records of the director's office. Each division director in the department of administration shall be the authority, as defined in s. 19.32(1), Wis. Stats., for records of their respective division.

**310-5.5. Office of Community Wellness and Safety Reports.**

The director of administration shall provide an annual report in the first 6 months of each calendar year of the office of community wellness and safety's impact on violence in the city to the mayor and the common council and report more frequently as the mayor or the common council may find proper. The annual report shall include:

1. The office of community wellness and safety's programs and services.
2. The status of violence-related health issues, including trends over the preceding 5 years and emerging issues.
3. An analysis of the quantifiable impact the actions of the office of community wellness and safety have had on the trends identified in sub 2 in the preceding year, including an analysis of how specific office of community wellness and safety prevention actions contributed to a measurable change in the status of each violence-related health issue.
4. The office of community wellness and safety's accomplishments and challenges.
5. Initiatives undertaken or planned to be undertaken by the office of community wellness and safety.
6. Violence-related statistics and other related information.
7. Any information requested by the mayor or the common council.

**310-6. Intergovernmental Relations.**

1. **CREATION.** There is created an intergovernmental relations division in the department of administration.

2. **DEFINITION.** "Legislative package" means that collection of official positions on legislative and administrative proposals established by the common council under s. 350-211-1.

3. **DUTIES.** The intergovernmental relations division shall, in coordination with the legislative affairs division:

- a. Direct the city's lobbying activities in accordance with the legislative package.
- b. Assist in the compilation and maintenance of the city's legislative package.
- c. Provide the common council with the status of, and updates to, the legislative package and make recommendations to the council concerning additions and deletions to the package.
- d. Make recommendations to the common council relating to grant and other funding opportunities. The common council shall establish the priority in the types of funding opportunities to be sought.
- e. Communicate the position of the city on various matters to the public as directed in the legislative package.
- f. Monitor compliance with s. 350-211-1 and report any violations to the common council or the appointing authority.

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### **310-7. Control of Obsolete Material and Abandoned and Unclaimed Goods.**

#### **1. CONTROL AND DISPOSITION OF OBSOLETE MATERIAL.**

a. Control. Whenever any property belonging to the city except land, shall have become obsolete, disused, worn out or scrapped, the department of administration shall take charge and control of such property and shall determine the method of disposal of such property. All responsible administrative heads of each department and board in connection with the city shall request direction from the department of administration when they identify materials, supplies or equipment which are no longer used or which have become obsolete, worn out or scrapped.

b. Disposition. If any of the material, equipment or supplies can be used by any other municipal department or the Milwaukee public schools, the department of administration is authorized to make such material, equipment or supplies available for use in that department. If the material, equipment or supplies because of its condition can no longer be used for municipal purposes, the department of administration may dispose of the same by any of the following means set forth in sub. 2-b as determined by the department to be in the best interest of the city.

#### **2. CONTROL AND DISPOSITION OF UNCLAIMED AND ABANDONED PROPERTY.**

a. Control. In accordance with s. 105-122, the department of administration shall determine the method of disposal of unclaimed or abandoned property identified as such by the chief of police with the exception of abandoned or unclaimed property to be sold on the city's behalf by an Internet auction service.

b. Disposition. The department of administration may, pursuant to s. 66.0139, Wis. Stats., dispose of any such abandoned or unclaimed property by any of the following means determined by the department to be in the best interest of the city:

b-1. The property may be sold at a public auction, including the city's Internet auction site or an Internet auction service contracting with the city.

b-2. The property may be sold without a public auction at a sale open to the public.

b-3. The property may be sold in a private sale through an agreed-upon amount of sale.

b-4. The property may be retained by the city for its own use.

b-5. The property may be donated.

b-6. The property may be destroyed.

b-7. The property may be used in trade on other property to be acquired.

c. Record Keeping. If the property is not disposed of in a sale open to the public, the department of administration shall maintain an inventory of the property, a record of the date and method of disposal, including the consideration received for the property, if any, and the name and address of the person taking possession of the property. The inventory shall be kept as a public record for a period of not less than 2 years from the date of the disposal of the property.

3. SALE PROCEEDS. The proceeds of all sales under this section shall be paid to the city treasurer and credited to the general ledger, except proceeds of sales of obsolete equipment from an enterprise funded department shall be credited to the enterprise funded department.

4. EXCEPTIONS. The provisions of this section, however, are not applicable to the disposition of unclaimed or abandoned flammable, explosive or incendiary devices, unclaimed or abandoned firearms or ammunition, unclaimed or abandoned motor vehicles or trailers and unclaimed or abandoned shopping carts.

**310-10. Socially-responsible Contractors.**

1. DEFINITIONS. "Socially-responsible contractor" means an entity submitting a bid as part of the city's formal competitive bidding process that has acted or implemented a program to eliminate, or significantly reduce, barriers to employment for current and prospective employees of the contractor. Actions or implemented programs shall include at least 3 of the following actions or programs to:

- a. Hire persons with felony convictions.
- b. Assist current or prospective employees in earning high school diplomas.
- c. Underwrite or facilitate industry-linked career-assessed pre-employment services, subsidized or unsubsidized work experience, including internships, job shadowing, on-the-job training, and summer employment.
- d. Partner with a selected employment service agency to monitor and track individualized employment plans.
- e. Provide, underwrite or facilitate industry-linked career-based instruction to current and prospective employees in areas, including but not limited to, blueprint reading, basic math and measurement, technical math, labor history, construction culture and essential skills, health and safety awareness, manufacturing process and production, maintenance, budgeting and financial literacy.
- f. Provide or facilitate occupational-skills training and related adult mentoring and networking.
- g. Underwrite or facilitate subsidized or unsubsidized programs which provide supportive services for current or prospective employees to obtain or fund the following:
  - g-1. Valid driver's licenses.
  - g-2. Transportation vouchers to work and home.
  - g-3. Appropriate work attire, work safety gear and needed equipment.
  - g-4. Testing and certification fees.
  - g-5. Legal aid services.
  - g-6. Child care and family-related dependent care.
  - g-7. Emergency housing, health care and short-term emergency assistance.

- g-8. Career and training services.
  - g-9. School supplies, books and fees.
  - g-10. Referrals to medical services and exams.
  - g-11. Reasonable accommodation for persons with disabilities.
  - h. Partner with employment service agencies to supplement subsidized wages to ensure that employees receive a living wage.
  - i. Provide breast-feeding facilities for employees who are nursing children.
  - j. Provide a minimum of 120 hours of paid sick leave.
  - k. Provide a minimum of 5 paid sick days.
  - L. Provide an employer assisted housing program providing homebuyer assistance in the form of mortgages, down payment assistance or homebuyer education for residences within walking distance of their employer.
  - m. Provide assistance to reduce fees and penalties on tardy child-support payments, manage payment of child-support arrears and become current on child-support obligations.
2. PURPOSE. The purpose of this section is to ensure contributions toward community betterment made by socially-responsible contractors are recognized and rewarded.
3. DISCLOSURE. Each bidder or proposer seeking to qualify as a socially-responsible contractor shall submit, as part of its bid, a sworn affidavit describing actions taken and programs implemented to eliminate, or substantially reduce, the barriers to employment for current and prospective employees of the contractor, and the outcomes of these actions and programs.

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**4. EVALUATION PREFERENCE.** The purchasing director shall develop procedures, rules and regulations to provide an incentive for a bidder or proposer to qualify as a socially-responsible contractor.

**5. CONTRACT AWARD.** The provisions of this section shall apply to each formal competitive bid and each request for proposals, provided the bid of the socially-responsible contractor does not exceed the lowest bid by more than 5% or \$25,000. Additional points equal to 5% of the maximum number of points used in the evaluation of requests for proposals shall be applied to increase the total score attained by a socially-responsible contractor.

**6. REPORT TO COMMON COUNCIL.** The purchasing director shall report annually to the common council on the status of contracts awarded under provisions of this section not later than 30 days after the anniversary of the effective date of this section.

**310-12. Professional Service Contract Limitations.** If a contracting agency enters into a professional service contract, as defined in s. 310-13-2-b, with any person who has retired from that department and is receiving a retirement allowance from the employees' retirement system, the combined annual value of the professional service contract and the retirement allowance may not exceed the retired person's earnable compensation, as defined under s. 36-02-12 of the charter, during the 12 months immediately preceding the retirement date, and the contract term shall not exceed a period longer than 18 months. The common council may waive these limitations by resolution for special circumstances, as it, in its sole discretion, shall determine and deem necessary.

**310-13. Service Contract Wage Requirements.** **1. PURPOSE.** The purpose of this section is to ensure a living wage for all employees of contractors and subcontractors performing services for the city.

**2. DEFINITIONS.** In this section:

a. "Living wage" means, prior to March 1, 2015, an hourly wage rate of \$10.10 per hour. Effective March 1, 2015, it shall mean the average of the amount required to produce, for 2,080 hours worked, an annual income equal to the U.S. department of health and human services' most recent poverty guideline for a family of 3 and family of 4 in the 48 contiguous states, as determined by the city clerk on March 1 of each year.

b. "Professional service contract" means any contract in which the majority of workers engaged in the performance of the contract perform work which:

b-1. Is predominantly intellectual and varied in nature, as opposed to work which involves routine mental, manual, mechanical or physical labor.

b-2. Requires advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher education or a hospital.

c. "Service contract" means a contract having a value exceeding \$5,000 that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply. A "service contract" does not include a "professional service contract" under par. b., a department of public works contract subject to s. 66.0903, Wis. Stats., a contract administered by the office of community development grants administration or a contract with the Milwaukee public schools.

**3. LIVING WAGE REQUIREMENT.** Unless contrary to federal, state or local law, all workers, whether permanent or temporary, full-time or part-time, employed in any work performed as part of a service contract with a contracting agency, as defined in sub. 2-c, shall receive and be paid a sum of not less than the living wage in effect at the time a contract is awarded. No contractor may use the living wage requirement of this subsection to reduce the wage paid to any person employed by the contractor.

**4. SERVICE CONTRACT BID AND REQUEST-FOR-PROPOSAL SPECIFICATIONS.** A contracting agency shall add a digest of the provisions of this section to all specifications for service contract work upon which they call for formal competitive bids or issue requests for proposals unless the purchasing director approves the waiver of the provisions in cases where it is likely that no bids or proposals will be received without such a waiver.

**5. SPECIFICATIONS FOR SERVICE CONTRACTS.** No service contract, as defined in sub. 2-c, shall be entered into by a contracting agency unless the contract contains the following stipulations or their equivalent:

a. The contractor agrees to pay all workers employed by the contractor in the performance of this contract, whether on a full-

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time or part-time basis, a base wage of not less than living wage.

b. The contractor agrees to make a sworn report or affidavit, within 10 days following the contractor's completion of the contract, or every 3 months, whichever occurs first, and to procure and submit a like sworn report or affidavit from every subcontractor employed by the contractor to the contracting agency regarding every person employed on or under this contract or subcontract. The affidavit or report shall include, but not be limited to, for the specified time period, the person's name, address, type of work performed, total hours worked on the service contract, hourly wage rate, gross earnings, and employer's contribution to vacation, welfare and pension trust funds. The reports or affidavits shall be accompanied by a statement that each employee has been paid in full the amount of not less than living wage and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.

c. If any documents submitted to a contracting agency by the contractor contain any false, misleading or fraudulent information, or if the contractor fails to comply with the provisions of s. 310-13, the contracting agency may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the contractor the right to participate in future city contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

**6. POSTING OF WAGE RATE.** For every service contract, as defined under sub. 2-c, the living wage required by sub. 3 shall be kept posted by the contractor at the site of the work in a prominent place where it can be easily seen and read by persons employed in the performance of the contract. In addition, a copy of the living hourly wage requirement shall be supplied to any person employed in the performance of a service contract at the request of the person within a reasonable period of time after the request.

**7. MONITORING AND ENFORCEMENT.** a. Responsibility. The department shall monitor and enforce all service contracts for compliance with this section except for service contracts executed by the department of public works which shall be monitored and enforced by the department of public works. The department or department of public works shall review and monitor the sworn reports or affidavits

periodically submitted by service contractors, receive and investigate complaints from service contractors and service contract employees relating to compliance with this section, and impose appropriate sanctions upon any contractor who provides false information to the department or department of public works or fails to comply with the provisions of this section.

b. Employee Complaints. Any person employed in the performance of a service contract may, within one year from the date of an alleged failure to comply with sub. 3, file a written complaint with the department or department of public works regarding the service contractor's alleged failure to comply with sub. 3. No service contractor may discharge, reduce the compensation of or otherwise retaliate against any person employed in the performance of a service contract for making a complaint or for using any civil remedies to recover damages.

c. Appeals. Any service contractor or service contract employee who objects to any decision or action of the department or department of public works concerning the application or enforcement of this section may appeal the decision to the purchasing director or administrative review appeals board in the case of department of public works service contracts in a manner similar to the process provided in s. 310-19-4.

d. Sanctions. Any contractor or subcontractor engaged in a service contract who has been found by the department or department of public works to have submitted any false, misleading or fraudulent information, or to have failed to comply with the provisions of this section, may be subject to any of the following sanctions, imposed by the department or department of public works:

d-1. Withholding of payments.

d-2. Termination, suspension or cancellation of the contract in whole or in part.

d-3. After a due process hearing, denial of the right of the contractor or subcontractor to participate in future city contracts, by himself or herself, partner or agent, or by any corporation of which he or she is a member, for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

**310-14. Slavery Era Business, Corporate and Insurance Disclosure.** 1. PURPOSE. The purpose of this section is to promote full and accurate disclosure to the public about any slavery policies sold by any companies, or profits from slavery by industries, or their



predecessors, who are doing business with the city.

2. DEFINITIONS. For the purposes of this section:

a. "Company" means any person, firm, corporation, partnership or combination of these.

b. "Contract" means any agreement, franchise, lease or concession including an agreement for any professional services, the performance of any work or service, the provision of any materials or supplies or rendering any service to a contracting agency or the public, which is let, awarded or entered into with or by any contracting agency.

c. "Enslaved person" means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the slavery era.

d. "Investment" means to make use of an enslaved person for future benefits or advantages.

e. "Predecessor company" means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the company.

f. "Profits" means any economic advantage or financial benefit derived from the use of enslaved persons.

g. "Slavery" means the practice of owning enslaved persons.

h. "Slavery era" means that period of time in the United States of America prior to 1865.

i. "Slaveholder" means holders of enslaved persons, owners of vessels carrying enslaved persons or other means of transporting enslaved persons, merchants or financiers dealing in the purchase, sale or financing of the business of enslaved persons.

j. "Slaveholder insurance policies" means policies issued to or for the benefit of slaveholders to insure them against the death of, or injury to, enslaved persons.

3. DISCLOSURE. a. Each contractor whose company was established during the slavery era with whom the city enters into a contract, whether or not subject to formal competitive bidding, shall complete an affidavit, prior to or contemporaneous with entering into the contract verifying that the contractor has searched any and all records of the company or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders

described in those records must be disclosed in the affidavit.

b. The city shall make the information contained in the affidavit available to the public, including but not limited to making the information accessible on the city's Internet accessible World Wide Web home page and provide an annual report to the common council.

4. SANCTIONS. Any contract between the city and a contractor which fails to provide the requisite affidavit or which includes material false information on such affidavit shall be rendered null and void.

**310-15. Purchase of Products Made from Recycled Materials.** 1. Each contracting agency shall, to the extent practicable, make purchasing decisions that maximize the purchasing of materials and products using recycled materials and recovered materials.

2. Each contracting agency shall ensure that the average recycled or recovered content of all paper purchased by the contracting agency is no less than the U.S. environmental protection agency's published recycled-content recommendations.

3. Each contracting agency that awards contracts for equipment and supplies shall, to the extent practicable, award contracts for equipment and supplies that will minimize the amount of solid waste generated by the city. Each contracting agency shall, to the extent practicable, diminish the purchase of single-use disposable products and substitute the purchase and use of multiple-use, durable products.

**310-16. Placement of Vending Machines on City Property.** No city department or employee or agent thereof may request and permit the placement of a vending machine in any city office or facility or elsewhere on city property, or enter into an agreement or contract for such placement, unless the placement of the vending machine, and any agreement or contract therefore, has been reviewed and approved by the city purchasing director and the commissioner of public works or the commissioner's designee.

**310-17. Ethical Procurement.** 1. PURPOSE. The common council finds that: a. It is in the city's best interest to procure items and services from responsible vendors and manufacturers who provide a safe, non-discriminatory work environment, and who compensate their employees with non-poverty wages.

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b. Many manufacturers, both domestic and international, are engaged in practices that result in poverty wages, violations of workers' rights and unsafe and unhealthy working conditions.

c. Minimum standards for workers' and human rights should be extended to all workers, and it is the responsibility of the city of Milwaukee to ensure that it is not expending funds in ways that contribute to violation of workers' rights and the perpetuation of poverty.

d. As a participant in the marketplace, the city chooses to expend its purchasing dollars to enhance the economic and social well-being of people, while acquiring the best possible quality goods and services at the lowest cost.

### 2. DEFINITIONS. In this section:

a. "Apparel" means all items of clothing and cloth produced by weaving, knitting and felting, and shall include uniforms, coveralls, footwear, linens and entrance mats.

b. "Contractor" means the business entity with which a contracting agency enters into a contract.

c. "Manufacture" means to process, fabricate, assemble, treat or package.

d. "Non-poverty wage" means the following for:

d-1. Domestic manufacturers. A base hourly wage of the amount required to produce, for 2,080 hours worked, an annual income equal to the U.S. department of health and human services' most recent poverty guideline for a family of 3 in the 48 contiguous states plus either health benefits or an additional 20% in hourly wages to be adjusted by the city clerk on March 1 of each year.

d-2. Outside the United States. A nationwide wage, to be adjusted annually, that shall be comparable to the wage for domestic manufacturers in subdiv. 1, adjusted to reflect the country's level of economic development using the central intelligence agency's most recent world factbook purchasing power parity-adjusted gross domestic product per capita index.

e. "Responsible contractor" means an entity, other than a contractor or subcontractor operating as a small business enterprise as defined in s. 370-17, engaged in custodial, janitorial, security or food services that can demonstrate that neither the entity nor any parent company or subsidiary has violated any federal, state or local wage and hour or employment discrimination laws within the past 5 years, including any violation of the following:

e-1. Any federal occupational safety and health administration law or regulation.

e-2. The Equal Employment Opportunity Act of 1972.

e-3. The McNamara Service Contract Act.

f. "Responsible manufacturer" means an establishment engaged in manufacturing, distributing, laundering or dry cleaning that can demonstrate all of the following:

f-1. Compliance with all applicable local, state and national laws of the jurisdiction in which the labor is performed concerning wages and benefits and workplace health and safety. In addition, for manufacturers located outside the United States, compliance with the principles of the fundamental conventions of the International Labor Organization regarding forced labor, child labor and freedom of association.

f-2. Payment of non-poverty wages as defined in par. d-1 for domestic manufacturers and par. d-2 for manufacturers located outside of the United States to laborers in any work done as part of fulfillment of a contract with the city.

f-3. Termination of its employees only with just cause.

f-4. Establishment of a mechanism for the resolution of workplace disputes that are not regulated by the National Labor Relations Act.

g. "Service contract" means a contract subject to formal competitive bidding that directly engages the time and effort of a contractor whose primary purpose is to perform tasks related to security, janitorial, or food services, rather than to furnish an end item of supply.

h. "Violation" means findings of fault by a court or other regulatory agency.

**3. REQUIREMENTS FOR APPAREL PURCHASES.** a. Application. Unless contrary to federal, state or local law, contracting agencies shall award contracts to responsible manufacturers for all apparel contracts subject to formal competitive bidding. These contracts may include any or all of the following activities relating to apparel: purchase, rental, laundering and dry cleaning.

b. Affidavits. b-1. No contracts for items referenced in par. a shall be entered into by contracting agencies unless the lowest responsible bidders first submit to the purchasing director sworn reports or affidavits which include the following information for the specified time periods of the contracts:

b-1-a. The names and addresses of the companies and facilities in which the items have been or will be manufactured, distributed, laundered or dry cleaned.

b-1-b. The names and addresses of all owners of the facilities in which the items have been or will be manufactured, distributed, laundered or dry cleaned.

b-1-c. The base hourly wage and the percent of wage level paid as health benefits for persons working at the facilities in which the items have been or will be manufactured or distributed, laundered or dry cleaned.

b-1-d. Sworn statements by the contractors that facilities identified pursuant to this paragraph are responsible manufacturers as defined in sub. 2-e.

b-1-e. Any other information deemed necessary by the purchasing director for the enforcement of this section.

b-2. Contractors shall procure and submit sworn reports or affidavits from every subcontractor employed by the contractor during the specified time period of the contract for the fulfillment of contracts covered under this section.

b-3. In the event that any information provided by the contractor or subcontractor pursuant to this paragraph changes during the specified time period of the contract, the contractor shall submit or cause to be submitted to the purchasing director sworn reports or affidavits relating to the updated information.

b-4. The purchasing director shall maintain and make available for public inspection any sworn report or affidavit submitted pursuant to this paragraph.

c. Bid specifications. Contracting agencies shall add a digest of the provisions of this section to all specifications for apparel purchasing, renting, laundering and dry cleaning upon which they solicit by formal competitive bid.

d. Specifications for apparel contracts. No contract for the purchasing, renting, laundering and dry cleaning of items of apparel covered under this section shall be entered into by a contracting agency unless the contract contains a stipulation stating that the contractor agrees to provide items from responsible manufacturers in fulfillment of the contract, and that the contractor agrees to include an equivalent stipulation in all subcontracts.

e. Monitoring and enforcement.

e-1. Responsibility. The purchasing director shall be responsible for monitoring contracts for compliance with this paragraph. The contracting agency shall review and monitor the sworn reports or affidavits submitted by contractors, receive and investigate complaints relating to compliance with this section, and impose appropriate sanctions upon any contractor who provides false information to the contracting agency or fails to comply with the provisions of this section.

e-2. Notice. The department shall provide in a timely manner on the city's website notice and related documentation regarding the following:

e-2-a. The issuance of invitations to bid and the awarding of contracts relating to items covered by this section.

e-2-b. The receipt of sworn reports or affidavits submitted pursuant to sub. 3-b.

f. Sanctions. Any contractor or subcontractor engaged in a contract who has been found by the purchasing director to have submitted any false, misleading or fraudulent information shall be referred to the district attorney for investigation. In addition, any such contractor or subcontractor who has otherwise failed to comply with the provisions of this section, may be subject to any of the following sanctions:

f-1. Withholding of payments.

f-2. Termination, suspension or cancellation of the contract in whole or in part.

f-3. After a due process hearing, denial of the right of the contractor or subcontractor to participate in future city contracts, by himself or herself, partner or agent, or by any corporation of which he or she is a member, for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

**4. REQUIREMENTS FOR NON-APPAREL PROCUREMENT.** a. Application. Unless contrary to federal, state or local law, contracting agencies shall award contracts to responsible manufacturers for all non-apparel items, materials, supplies and equipment that are subject to formal competitive bidding, and shall award service contracts to responsible contractors. The requirements of this paragraph shall not apply to items, materials, supplies and equipment to be furnished as part of a public works contract subject to s. 66.0903, Wis. Stats

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b. Bid specifications. No contracts for the procurement of non-apparel items or services referenced in this subsection shall be entered into by a contracting agency unless the bidder affirms on the bid that he or she is familiar with the requirements of this subsection and affirms that he or she will comply with the requirements contained in this subsection. The request for bid shall state that failure to comply shall result in bid rejection.

c. Specifications for Service Contracts. Bids for service contracts shall include each of the following:

c-1. A certificate of insurance indicating the following coverage necessary for the contract and in amounts specified in the bid specifications: general liability, automobile liability, workers' compensation, and product liability.

c-2. Proof of any industry licenses or permits required by law for any trade or specialty area in which the bidder is seeking a contract award, including disclosure of any suspension or revocation of a license held by the company or of any director, officer or manager employed by the bidder.

c-3. A federal employer tax identification number or, for a sole proprietor, a social security number.

d. Affidavits. d-1. No contracts for non-apparel items, materials, supplies or equipment shall be entered into by contracting agencies unless the lowest responsible bidders first submit sworn reports or affidavits which identify any manufacturers to be used in fulfillment of the contract and include a statement by the bidders that the manufacturer's facilities identified pursuant to this subsection are responsible manufacturers of non-apparel items, materials, supplies and equipment that demonstrate all of the requirements contained in sub. 2-f-1 to 4.

d-2. No service contract shall be entered into by a contracting agency unless the lowest responsible bidder first submits a sworn report or affidavit which identifies any contractor to be used in the fulfillment of the contract and includes a statement by the bidder that the contractor is a responsible contractor.

e. Monitoring and enforcement. The purchasing director and any other contracting agency that executes a contract to which this subsection applies shall be responsible for

monitoring contracts for compliance with this paragraph. If any information provided by the contractor or subcontractor changes during the specified period of the contract, the contractor shall submit or cause to be submitted to the purchasing director or the director's designee a sworn report or affidavit relating to the updated information.

f. Availability of Records for Inspection. The purchasing director or the director's designee shall maintain and make available for public inspection all items submitted by the contractor or subcontractor pursuant to this section, including affidavits, insurance certification, and industry licenses or permits.

g. Sanctions. Any contractor engaged in a contract who has been found by the purchasing director and any other contracting agency that executes a contract to which this subsection applies to have submitted any false, misleading or fraudulent information or has otherwise failed to comply with the provisions of this subsection may be subject to the sanctions provided in sub. 3-f, according to the following schedule:

g-1. Contractors shall be subject to withholding of payment after 30 days of non-compliance.

g-2. Contractors shall be subject to termination, suspension or cancellation of the contract in whole or in part after 60 days of non-compliance.

5. WAIVER. The requirements of this section may be waived in writing by the purchasing director if all bidders to a contract are deemed ineligible under this section.

6. APPEALS. Any contractor who objects to any decision or action of the contracting agency relative to this section may appeal the decision to the purchasing appeals board pursuant to s. 310-19.

7. PENALTIES. Any person, firm or corporation knowingly engaging in fraud, misrepresentation or in any attempt, direct or indirect, to evade the provisions of this section by providing false, misleading or fraudulent information shall, upon conviction, forfeit not less than \$2,000 nor more than \$5,000 together with the costs of prosecution, or upon default of payment, shall be imprisoned in the house of correction or county jail not to exceed 90 days.

**310-18. Purchase of Low- and Zero-Emission Vehicles.** **1. DECLARATION OF POLICY.** It is a goal of the city and a matter of legitimate concern to its government, constituents and environment, that the city reduce the burning of conventional motor vehicle fuels and increase the use of vehicles powered by clean energy sources. It shall be city policy that purchasing decisions reflect that goal, and when vehicles are replaced or added to municipal fleets, the purchase of low- and zero-emission vehicles shall be prioritized to the greatest extent practicable. The city will lead by example in making economically and environmentally responsible purchasing decisions which will encourage individuals, businesses and other levels of government to do the same.

**2. DEFINITIONS.** In this section:

- a. "Alternative fuel vehicle" means a vehicle powered by an internal combustion engine that is capable of running on an alternative fuel, such as compressed natural gas or compressed renewable natural gas.
- b. "Biomethane" means a pipeline-quality fuel produced by purifying the biogas generated through the anaerobic digestion of organic materials, or through a thermochemical process such as gasification. Biomethane is also referred to as renewable natural gas.
- c. "Compressed natural gas" means a fuel gas mainly composed of methane that is used in modified internal combustion engine vehicles. Compressed natural gas can also be made from biomethane.
- d. "Electric vehicle" means a vehicle driven by electric motors that is powered exclusively by an onboard battery pack.
- e. "Greenhouse gas" means carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride or any other gas that traps heat in the atmosphere.
- f. "Hybrid vehicle" means a vehicle that is powered by an onboard battery recharged solely through onboard systems and which has an onboard internal combustion engine.
- g. "Light-duty vehicle" means a vehicle with a gross vehicle weight rating of 8,500 pounds or less.
- h. "Low emission vehicle" means a plug-in hybrid vehicle, a hybrid vehicle or an alternative fuel vehicle.

- i. "Medium- and heavy-duty vehicle" means a vehicle with a gross vehicle weight rating of 8,501 pounds or more.

- j. "Off-road vehicle" means a mobile, non-road vehicle. Examples include tractors, skid steers, riding mowers, and all-terrain vehicles.

- k. "Plug-in hybrid vehicle" means a vehicle that is powered by an onboard battery that can be charged from an external power source and which has an onboard internal combustion engine.

- L. "Renewable natural gas" has the same meaning as "biomethane".

- m. "Total lifecycle cost" means the vehicle capital cost plus the projected fuel and maintenance costs minus the projected resale value. The vehicle capital cost shall factor in applicable federal tax incentives or rebates and federal or state grants designed for the purchase of a zero- or low-emission vehicle.

- n. "Vehicle" means a land-operated piece of equipment that carries an operator, is self-propelled, and is licensed or registered. Examples include trucks, cars, trailers, motorcycles, and off-road vehicles such as tractors, skid steers, riding mowers, and all-terrain vehicles.

- o. "Vehicle capital cost" means the purchase price of a vehicle, including any applicable federal tax incentives or rebates and federal or state grants designed for the purchase of a zero- or low-emission vehicle.

- p. "Zero-emission vehicle" means a vehicle that does not emit exhaust gas or other pollutants from the onboard source of power.

**3. SCOPE.** This policy shall apply to all city-owned or leased vehicle acquisitions regardless of funding source. Powered equipment, such as push mowers, chain saws and other small engine equipment, falls outside the scope of this policy.

**4. EXCEPTIONS.** Any proposed acquisition that does not comply with this policy shall require approval by the city purchasing director.

**5. LIGHT-DUTY VEHICLE PURCHASES.** a. When purchasing a light-duty vehicle or off-road vehicle, the city shall select a low- or zero-emission vehicle such as an electric vehicle, a plug-in hybrid vehicle, or a hybrid vehicle.

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b. A light-duty vehicle powered by gasoline or diesel may only be purchased if one or more of the following is true:

b-1. None of the preferred vehicle types in par. a are available for purchase within 12 months of when the purchase is intended to be made.

b-2. The total lifecycle cost of a gasoline- or diesel-powered vehicle is less than 80% of the total lifecycle cost of a preferred vehicle type.

**6. MEDIUM- AND HEAVY-DUTY VEHICLE PURCHASES.** a. When purchasing a medium- or heavy-duty vehicle or off-road vehicle, the city shall select a low- or zero-emission vehicle such as an electric vehicle, a plug-in hybrid vehicle, a hybrid vehicle, a compressed natural gas vehicle, or a hydrogen fuel cell vehicle.

b. A medium- or heavy-duty vehicle powered by gasoline or diesel may only be purchased if one or more of the following is true:

b-1. None of the preferred vehicle types in par. a are capable of carrying out the intended purpose of the vehicle.

b-2. None of the preferred vehicle types in par. a are available for purchase.

b-3. The fuel or charging stations for a preferred vehicle and its required usage are not readily available.

b-4. The total lifecycle cost of a gasoline- or diesel-powered vehicle is less than 90% of the total lifecycle cost of a preferred vehicle type.

**7. PLANNING AND TIMING OF TOTAL LIFECYCLE ANALYSIS.** a. If a department seeks to purchase a gas or diesel-powered vehicle, and sub. 5-b-1 or sub. 6-b-1 to 3, as applicable, does not apply, a total lifecycle cost analysis shall be done as part of annual budget planning for the purchase of any new or replacement vehicles. The total lifecycle cost analysis shall not be performed by a vehicle vendor.

b. For the unplanned purchase of a gas or diesel-powered vehicle, a total lifecycle cost analysis shall be done as soon as practicable.

c. Departments shall consult with the environmental collaboration office to determine if tax incentives, rebates, or grants are available.

d. Departments shall consult the climate mayors electric vehicle purchasing collaborative for electric or plug-in hybrid vehicle pricing options.

e. Departments shall use the U.S. department of energy alternative fuels data center vehicle cost calculator or the dashboard for rapid vehicle electrification tool to calculate total lifecycle costs. The cost of gasoline or diesel entered into the calculator shall be the average cost of the fuel in the year the analysis is being done.

**8. VEHICLE CHARGING INFRA-STRUCTURE.** The city shall install and maintain the charging infrastructure necessary to own and operate electric and plug-in vehicles within its fleet.

**9. MONITORING AND ENFORCEMENT.** The contracting agency or department shall monitor purchases for compliance with this section.

**10. REPORTING.** The department of public works, the police department, the fire department and port Milwaukee shall report annually on the progress of the transition to low- and zero-emission vehicles.

**310-18.3. Purchase of American-Made Vehicles.** 1. **DECLARATION OF POLICY.** The United States federal government has a direct financial interest in preserving the American automobile industry, owning portions of some companies. There is also a lack of Americans purchasing cars made in the United States which is contributing to the collapse of the domestic auto industry and contributing to the decline in the health, safety and welfare of the nation. It is therefore a desirable goal of the city and the citizens of the United States to support the economic success of these companies.

2. **DEFINITIONS.** a. "American made vehicle" means a light duty vehicle having at least 51% of the monetary value of the parts manufactured in the United States, and 51% of the vehicle assembled in the United States, except in the case of a public safety vehicle, when an "American made vehicle" means a light duty vehicle having at least 51% of the monetary value of the parts manufactured in the United States.

b. "Parts" means an article, material or supply incorporated directly into a vehicle.

**3. AMERICAN MADE VEHICLES.** For vehicle purchases subject to formal competitive bidding, the city purchasing director and any other contracting agency of the city, unless contrary to federal, state or local law or regulations, shall purchase only American-made vehicles.

**4. AFFIDAVITS.** No contracts for items referenced in sub. 3 shall be entered into by contracting agencies unless the lowest responsible bidders first submit to the purchasing director sworn reports or affidavits which include a statement by the bidder that the vehicles to be supplied are American made vehicles as defined in sub. 2-a.

**5. MONITORING AND ENFORCEMENT.** The contracting agency shall monitor contracts for compliance with this section.

**6. WAIVER.** The requirements of this section may be waived in writing by the purchasing director if all bidders to a contract are deemed ineligible under this section.

**7. SANCTIONS.** Any contractor engaged in a contract who has been found by the contracting agency to have submitted any false, misleading or fraudulent information or who has failed to comply with the provisions of this section may be subject to the sanctions provided in s. 310-17-3-f.

**310-18.5. Purchase of Low-Speed Vehicles.** To the greatest extent practicable, the city purchasing director and any other contracting agency of the city shall make purchasing decisions that maximize the purchase and use of low-speed vehicles.

### **310-18.7. Electronic Waste Recycling.**

**1. DECLARATION OF POLICY.** It is a desirable goal of the city that the city reduces the amount of electronic waste it creates. Maximum electronic waste recycling is in the best interest of the city in order to protect public health, to protect the quality of the natural environment and to conserve resources and energy. The city will lead by example by being environmentally responsible in its efforts to recycle electronic waste, which will encourage individuals, businesses and other levels of government to do the same.

**2. DEFINITIONS.** In this section:  
a. "Electronic waste" means computer central processing units, computer monitors and monitor cables, computer mouses,

computer keyboards, CRT units, laptop computers, computer hard drives, surge protector strips, uninterruptible power supplies, and other computer-related accessories, servers, printers, copy machines, facsimile machines, scanners, televisions, stereos, and related cords and cables, mobile telephones, personal digital assistants, data tapes, compact discs and other electronic devices or accessories identified by a city department, agency, committee, board or commission that is determined to be harmful to human health or the environment if disposed of in a solid waste disposal facility.

b. "Recycling" means preparing electronic waste for use in manufacturing processes or for recovery of useable materials and delivering the material for use. "Recycling" does not include destruction by incineration or other processes or land disposal of recyclable materials.

**3. ELECTRONIC WASTE.** Every contracting agency shall collect the electronic waste it creates and ensure the proper disposal and recycling of such electronic waste by contacting the department of administration for direction on the proper method of disposal.

### **310-18.9. Purchase of Milwaukee-Made, Milwaukee County-Made and American-Made Goods.**

**1. DEFINITIONS.** a. "American-made good" means an article that is manufactured, mined or produced in the United States and whose domestic components exceed 50% of the total cost of all components.

b. "Component" means an article, material or supply incorporated directly into an end product.

c. "Milwaukee-made good" means an article that is manufactured, mined or produced in the city of Milwaukee and whose components made in Milwaukee exceed 50% of the total cost of all components.

d. "Milwaukee county-made good" means an article that is manufactured, mined or produced in the county of Milwaukee and whose components made in Milwaukee county exceed 50% of the total cost of all components.

**2. MILWAUKEE-MADE GOODS.** The city purchasing director and any contracting agency of the city shall, unless contrary to federal, state or local law, trade agreement or other regulations, purchase Milwaukee-made goods for purchases subject to formal competitive

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bidding, except for vehicles purchased under s. 310-18.3. Contracts shall be awarded to the lowest responsible bidder proposing to supply Milwaukee-made goods provided that the bid does not exceed the lowest bid by more than 12% or \$25,000, which shall be increased by 1% annually by the city clerk on March 1 of each year.

**3. MILWAUKEE COUNTY-MADE GOODS.** If a Milwaukee-made good is not available, the city purchasing director and any contracting agency of the city shall, unless contrary to federal, state or local law, trade agreement or other regulations, purchase Milwaukee county-made goods for purchases subject to formal competitive bidding, except for vehicles purchased under s. 310-18.3. Contracts shall be awarded to the lowest responsible bidder proposing to supply Milwaukee county-made goods provided that the bid does not exceed the lowest bid by more than 12% or \$25,000, which shall be increased by 1% annually by the city clerk on March 1 of each year.

**4. AMERICAN-MADE GOODS.** If a Milwaukee-made or Milwaukee county-made good is not available, the city purchasing director and any other contracting agency of the city shall, unless contrary to federal, state or local law, trade agreement or other regulations, purchase American-made goods for purchases subject to formal competitive bidding, except for vehicles purchased under s. 310-18.3. Contracts shall be awarded to the lowest responsible bidder proposing to supply American-made goods provided that the bid does not exceed the lowest bid by more than 12% or \$25,000, which shall be increased by 1% annually by the city clerk on March 1 of each year.

**5. AFFIDAVITS.** No contracts for items specified in sub. 2, 3 or 4 shall be entered into by contracting agencies unless the lowest responsible bidders first submit to the purchasing director sworn reports or affidavits which include a statement by the bidder that the goods to be supplied are Milwaukee-made, Milwaukee county-made or American-made goods.

**6. MONITORING AND COMPLIANCE.** a. The contracting agency shall be responsible for monitoring compliance with this section.

b. The contracting agency shall, prior to contract execution and final payment of a contract, obtain an estimate from the successful bidder of the impact of the contract on job creation and retainment.

**7. WAIVER.** The requirements of this section may be waived in writing by the purchasing director if the good is not produced in the United States in a sufficient and reasonable available quantity and of a satisfactory quality.

**8. EXEMPTIONS.** The requirements of this section shall not apply to any of the following:

a. The purchase of a commodity that is considered to be a raw material, including salt, gravel or petroleum, or any product derived from petroleum.

b. The purchase of a commodity that is considered to be a chemical, including liquid oxygen, fluoride or anhydrous ammonia.

**9. RELATION TO OTHER LAWS.** No provision of this section shall relieve any bidder from compliance with other bid specifications or code provisions. Any bidder proposing to supply a Milwaukee-made, Milwaukee county-made or American-made good with a bid considered for a contract award as defined in sub. 2, 3 or 4 shall not also receive the benefit of the bid award provided in s. 365-7-1.

**10. REPORTING.** The purchasing director shall report by April 1 annually to the common council on purchases made under this section.

**11. SANCTIONS.** Any person, firm or corporation who has been found by the contracting agency to have submitted any false, misleading or fraudulent information or who has failed to comply with the provisions of this section may be subject to the sanctions provided in s. 310-17-3-f.

### **310-19. Purchasing Appeals Process.**

**1. DEFINITIONS.** In this section:

a. "Board" means the purchasing appeals board.

b. "Recommendation" means a recommendation of the purchasing director as to the apparent low bidder which is made after a bid opening or a reverse auction but prior to the award of a contract.



2. APPLICABILITY. This section applies only to appeals of specifications and proposed city purchases subject to formal competitive bidding.

3. SPECIFICATION APPEALS.

a. Any potential bidder, common council member or city agency which objects to the original or revised specifications may appeal the specifications by filing a written appeal with the purchasing director no later than 5 working days prior to bid opening. Appeals made by a potential bidder shall be filed with the fee specified in s. 81-102.3. No appeal received later than 5 working days prior to bid opening may be considered. Appeals shall be written, state specific objections to the specifications, be supported by technical data, test results and other information, and suggest alternate specifications.

b. Bids shall not be opened while an appeal is pending.

c. The purchasing director shall schedule a hearing before the board to be held prior to the bid opening or the beginning of a reverse auction.

c-1. All members of the board shall be sent materials sufficient for them to consider the appeal and make a prompt decision.

c-2. The appellant and all individuals and companies which have received specifications for the item being reviewed shall be notified in writing no later than 5 working days prior to the scheduled hearing, of the date, time, place and purpose of the hearing.

c-3. The board shall conduct the hearing and make a determination prior to adjournment and prior to bid opening or the beginning of a reverse auction as to whether to grant, in whole or in part, or deny the appeal. The board shall keep a tape recorded record of its deliberations and decisions.

d. If the appeal is granted, in whole or in part, the appellant and all parties notified under par. c-2 shall be notified in writing of the decision of the board, including any changes in specifications, any need to rebid and any rescheduled bid opening or reverse auction date. If the appeal is denied, the appellant shall be notified in writing of the decision of the board.

e. Within 10 working days of its decision under par. d, the board shall file with the board its written findings and conclusions in support of its decision.

4. APPEALS OF RECOMMENDATIONS. a. Following the opening of any bid or reverse auction, the purchasing staff shall make a written recommendation, based on the facts known at that point to the purchasing director, as to which bidder appears to be the lowest responsible bidder. All bidders shall be notified as to the contents of the recommendation as well as the date, time and place of the meeting at which the award will be considered.

b. Any bidder who objects to the recommendation may appeal the recommendation by filing a written appeal with the purchasing director no later than 5 working days after the date the recommendation is made. Appeals shall be filed with the fee specified in s. 81-102.3. The appeal shall state the specific objections to the recommendation, include supporting documentation and specify an alternative recommendation.

c. If a timely appeal is not filed, the purchasing director and the board shall proceed as if no appeal was filed.

d. Immediately upon receipt of the appeal, the purchasing director shall forward the appeal to the chair of the board, who shall schedule a hearing before the board. All bidders shall be notified of the appeal, and the date, time and place of the hearing.

e. All members of the board shall be sent materials sufficient for them to consider the appeal and make a prompt decision.

f. The board shall conduct the hearing and make a determination on the appeal prior to adjournment. The board shall keep a tape recorded record of its deliberations and decisions.

g. The board may award in accordance with the recommendation of the purchasing director, make an award to another bidder determined by the board, or reject all bids. The appellant and other bidders shall be notified in writing of the board's decision.

h. Within 10 days of its decision under par. g, the board shall file its written findings and conclusion in support of its decision.

i. Notwithstanding any time limitation specified in sub. 4, when considering an award, the board may, in its discretion, schedule a hearing for its next regular or special meeting, provided that all bidders are notified at least 5 days prior to such hearing.

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### **310-21. Milwaukee Civic Partnership Initiative.**

1. CREATION, PURPOSE. There is created a Milwaukee civic partnership initiative to market city assets for advertising, sponsorship and naming rights to private businesses and nonprofit organizations.

2. ADMINISTRATION. The Milwaukee civic partnership initiative shall be administered by the department of administration which shall:

a. Develop and implement policies, rules, procedures, guidelines and regulations for the operation of the initiative.

b. Make recommendations to the common council concerning the development of a marketing strategy for the city's assets.

c. Prepare and submit an annual report to the mayor and common council concerning the administration and activities of the initiative.

For legislative history of chapter 310, contact the Municipal Research Library.

**[Pages 177 - 182 are blank.]**